IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2084 OF 2005

IN

SUIT NO.1970 OF 2005

Vivek Parshotam Bajaj. ...Plaintiff.

vs.

Anil Parshotam Bajaj & others. ...Defendants.

Mr.D.H.Mehta i/b. V.V.Khemka, for Plaintiff.

Mr.Shailesh Sha i/b. M/s.Daru Shah & Co.for Defendant no.2.

Ms.Janvhi Durve, i/b. K.Ashar & Co. for Defendant no.3.

Mr.Amit Jaisinghani i/b. Hitesh Dabhi, for Defendant no.4.

CORAM: D.K.DESHMUKH,J.

DATED: 11th December,2006..

P.C.:-

By consent of parties, the notice of motion is disposed of in the following terms:-

1. The Receiver of this Court is appointed as Receiver of the Basement and the ground floor of the bungalow Usha Villa Bldg. 24,

Linking Road, Santacruz (West), Bombay-54. Admittedly, the defendant no.2 presently is in possession of this area. The Receiver will take possession of this premises from the defendant no.2 and take steps to appoint agent to be in possession of this area on usual terms and conditions including royalty but excluding security.

2. The Receiver shall invite bids from the plaintiff and the defendants for being appointed as agent of the Receiver to be in possession of the basement and the ground floor. The highest bidder amongst the parties shall be appointed as agent on usual terms and condition, as observed above, except security but including royalty.

3. The notice of motion is also granted in terms of prayer clause (d).

4. Parties are agreed that in so far as the parking spaces and garages are concerned, the parties shall maintain the position which exists as on today.

5. It is clarified that if the Receiver finds that any goods of the defendant no.2 are stored in the premises in relation to which the Receiver is appointed, the Receiver shall allow a reasonable period to defendant no.2 to remove that goods.

Notice of motion is disposed of.